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Global Protection Corp.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

GLOBAL PROTECTION CORP.,

Plaintiff,

vs.

THAI NIPPON RUBBER INDUSTRY;
and TNR USA INC.,

Defendants.

Case No.

COMPLAINT

JURY TRIAL DEMANDED

Plaintiff Global Protection Corporation (“Global Protection” or “Plaintiff”), through undersigned counsel, hereby files this Complaint against Defendant Thai Nippon Rubber Industry (“Thai Nippon”) and Defendant TNR USA Inc. (“TNR”) (collectively “Defendants”), and alleges as follows:

NATURE OF ACTION

1
2 1. This is an action for willful federal trademark infringement and
3 unfair competition involving claims arising under the Trademark Act of the United
4 States, commonly known as the Lanham Act 15 U.S.C. §§ 1051 *et seq.*, and related
5 claims under the laws of the State of Nevada and common law. Global Protection
6 owns exclusive rights in trademarks comprised of or containing the terms “ONE”
7 and “CUSTOM” for condoms and personal lubricants. Defendants are using and
8 have registered infringing marks that prominently feature the terms “ONE” and
9 “CUSTOM” (“Infringing Marks”) in connection with the identical goods sold by
10 Global Protection, namely, condoms and personal lubricants. This use and
11 registration is likely to cause confusion, constitutes trademark infringement and
12 unfair competition, and is harming consumers and Global Protection. Global
13 Protection has notified Defendants of Global Protection’s rights and of Defendants’
14 infringement, and demanded that they stop using the infringing marks. However,
15 Defendants continue the infringement in willful disregard of Global Protection’s
16 rights and the law.

PARTIES

17
18 2. Global Protection is a corporation organized and existing under
19 the laws of Massachusetts, with its principal place of business located at 12 Channel
20 Street, Boston, Massachusetts 02210.

21 3. Upon information and belief, Defendant Thai Nippon Rubber
22 Industry (“Thai Nippon”) is a corporation organized and existing under the laws of
23 Thailand, with its principal place of business located at 789/139 Moo 1, Nongkham,
24 Sriracha, Chonburi, Thailand 20110.

1 4. Upon information and belief, Defendant TNR USA Inc. (“TNR”)
2 is a corporation organized and existing under the laws of Nevada, with its principal
3 place of business located at 304 Jones Boulevard, #6780, Las Vegas, Nevada 89107.

4 **JURISDICTION AND VENUE**

5 5. This Court has subject matter jurisdiction over the federal claims
6 pursuant to 28 U.S.C. §§ 1331, 1338(a) and 15 U.S.C. § 1121, and has subject matter
7 jurisdiction over the state law and common law claims under 28 U.S.C. §§ 1338(b)
8 and 1367 because such claims are joined with and related to claims under the
9 Trademark Laws of the United States. This Court also has subject matter jurisdiction
10 pursuant to 28 U.S.C. § 1332 because the matter in controversy in this action exceeds
11 the sum or value of \$75,000, exclusive of interest and costs.

12 6. This Court has general personal jurisdiction over Defendant
13 TNR because TNR is registered as a business in the State of Nevada has a principal
14 place of business in Las Vegas, Nevada. In addition, this Court has specific personal
15 jurisdiction over both Thai Nippon and TNR due to the nature and quality of their
16 actions toward the state of Nevada. For example, discovery in Cancellation No.
17 92083582 at the U.S. Trademark Trial and Appeal Board revealed that Thai Nippon
18 has distributed substantial quantities of condoms bearing the infringing marks to
19 TNR, and TNR has received such shipments, in Las Vegas, Nevada. In addition,
20 upon information and belief, Defendants have advertised and sold products bearing
21 the infringing marks to consumers in this District.

22 7. Venue is proper within this District pursuant to 28 U.S.C. § 1391
23 because Defendant TNR resides in and has a principal place of business in this
24 District, and is proper as to both Defendants because a substantial part of the events

1 or omissions giving rise to the claims occurred in this District. Additionally, venue
 2 is proper in this District for Defendant Thai Nippon, a Thai entity, because a
 3 defendant not a resident in the United States may be sued in any judicial district
 4 under 28 U.S.C. § 1391(c)(3).

5 8. Venue is proper within the unofficial southern division of this
 6 District pursuant to LR IA 1-6 because Defendant TNR resides in and has a principal
 7 place of business in Clark County, Nevada.

8 **FACTS**

9 **A. Global Protection and Its Rights in the ONE and CUSTOM Marks.**

10 9. For more than 35 years, Global Protection has been a leading
 11 developer, manufacturer, and distributor in the field of condoms, personal lubricants,
 12 and sexual health.

13 10. As detailed below, Global Protection is the owner of all rights,
 14 title, and interest in and to trademarks containing or comprised of the words “ONE”
 15 (the “ONE Marks”) and “CUSTOM” (the “CUSTOM Marks”) in connection with
 16 condoms, personal lubricants, and related goods and services. Collectively, Global
 17 Protection’s ONE Marks and its CUSTOM Marks are referred to herein as the
 18 “Global Protection Marks.”

19 **1. Global Protection’s ONE Trademarks**

20 11. Global Protection’s exclusive rights in its ONE Marks have been
 21 recognized by the United States Patent and Trademark Office (“PTO”), which has
 22 issued to Global Protection the following trademark registrations:

Trademark	Reg. No.	Reg. Date	Goods/Services	First Use
ONE	3055315	01/31/2006	Condoms	02/11/2004
ONE	3055316	01/31/2006	Personal Lubricants	04/21/2005
TOGETHER WE ARE ONE	4852387	11/10/2015	Condoms	02/27/2015
TOGETHER WE ARE ONE	4989320	06/28/2016	Personal Lubricants	03/16/2016
MY ONE	5408098	02/20/2018	Condoms	08/07/2017
ONE ULTRA FEEL	5729308	04/16/2019	Condoms	08/10/2018

12. Global Protection’s Registration Nos. 3055315 and 3055316 for the mark “ONE,” and Registration Nos. 4852387 and 4989320 for the mark “TOGETHER WE ARE ONE” are valid, subsisting, and incontestable. These registrations therefore provide conclusive evidence of Global Protection’s ownership of those marks, of the validity of those marks, and of Global Protection’s exclusive right to use those marks in commerce.

13. Global Protection’s Registration Nos. 5408098 (MY ONE) and 5729308 (ONE ULTRA FEEL) are valid and subsisting, and therefore provide *prima facie* evidence of Global Protection’s ownership of those marks, of the validity of those marks, and of Global Protection’s exclusive right to use those marks in commerce. Copies of Global Protection’s U.S. trademark registrations for the ONE Marks are attached at **Exhibit 1**.

14. Global Protection also holds longstanding common law rights in the ONE Marks throughout the United States, having used the marks in interstate commerce for approximately 20 years.

15. Global Protection has priority in the ONE Marks over Defendants by virtue of its prior federal trademark registrations, and its use of the

1 mark ONE for condoms at least as early as February 2004, and for personal
2 lubricants at least as early as April 2005.

3 16. Global Protection has extensively used, advertised, and
4 promoted in interstate commerce the ONE Marks in connection with condoms and
5 personal lubricants. Examples of Global Protection's advertising and use of the
6 ONE Marks are attached at **Exhibit 2**. Global Protection's ONE products are
7 available for purchase via Global Protection's website (www.globalprotection.com)
8 and from major retailers like CVS, Walmart, Walgreens, and Costco.

9 17. Global Protection uses its ONE and MYONE trademarks with a
10 wide array of product offerings, including without limitation ONE Flex, ONE Tattoo
11 Touch, ONE Ultra Feel, ONE Glowing Pleasures, ONE Super Sensitive, ONE
12 Vanish, ONE Legend, and many others. *See id.*

13 18. As a result of Global Protection's extensive use, advertising, and
14 promotion, the ONE Marks have become well-known as distinctive indicators of the
15 origin of Global Protection's goods, and the marks have become extremely valuable
16 symbols of Global Protection's goodwill.

17 2. Global Protection's CUSTOM Trademarks.

18 19. Global Protection's rights in its CUSTOM Marks have likewise
19 been recognized by the PTO, which has issued to Global Protection the following
20 trademark registrations:

21 Trademark	Reg. No.	Reg. Date	Goods/Services	First Use
22 CUSTOM CONDOMS	2189140	09/15/1998	Condoms	09/01/1988
23 MY CUSTOM FIT CONDOMS	6148448	09/08/2020	Condoms	06/29/2020

Trademark	Reg. No.	Reg. Date	Goods/Services	First Use
CUSTOM FIT	7215963	11/14/2023	Condoms	09/03/2019

20. Global Protection’s Registration No. 2189140 for the mark “CUSTOM CONDOMS” is valid, subsisting, and incontestable. This registration therefore provides conclusive evidence of Global Protection’s ownership of the mark, of the validity of the mark, and of Global Protection’s exclusive right to use this mark in commerce.

21. Global Protection’s Registration No. 6148448 for the mark “MY CUSTOM FIT CONDOMS” and Registration No. 7215963 for the mark “CUSTOM FIT,” are valid and subsisting, and therefore provide *prima facie* evidence of Global Protection’s ownership of the marks, of the validity of the marks, and of Global Protection’s exclusive right to use the marks in commerce. Copies of Global Protection’s U.S. trademark registrations for the CUSTOM Marks are attached at **Exhibit 3**.

22. Global Protection also holds longstanding common law rights in the CUSTOM Marks throughout the United States, having first used the mark CUSTOM CONDOMS in interstate commerce in 1988.

23. Global Protection has priority in the CUSTOM Marks over Defendants by virtue of its prior federal trademark registrations, and its use of the mark CUSTOM CONDOMS for condoms as early as 1988.


24. Global Protection has extensively used, advertised, and promoted in interstate commerce the CUSTOM Marks in connection with condoms. Examples of Global Protection’s advertising and use of the CUSTOM Marks are attached at **Exhibit 2**. Products bearing Global Protection’s CUSTOM FIT and MY


1 CUSTOM FIT marks are available for purchase via Global Protection's website
 2 (www.globalprotection.com) and/or from major retailers like CVS. *Id.* Products
 3 bearing Global Protection's CUSTOM CONDOMS mark are available for purchase
 4 via Global Protection's websites www.globalprotection.com and
 5 www.customcondoms.com. *Id.*

6 25. As a result of Global Protection's extensive use, advertising, and
 7 promotion, the CUSTOM Marks have become well-known as distinctive indicators
 8 of the origin of Global Protection's goods, and the marks have become extremely
 9 valuable symbols of Global Protection's goodwill.

10 **B. Defendants' Infringing and Unlawful Conduct.**



11 26. Without authorization from Global Protection, and
 12 notwithstanding Global Protection's prior use of and rights in the ONE and
 13 CUSTOM Marks, Defendants have used and registered infringing imitations of
 14 Global Protection's ONE and CUSTOM Marks to advertise, promote, and sell
 15 condoms and personal lubricants in interstate commerce.


16 27. With regard to infringement of Global Protection's ONE Marks,
 17 Defendants are using without authorization the trademarks ONETOUCH (word
 18 mark) and the logo , and variations thereof, in connection with condoms
 19 and personal lubricants.

20 28. Defendant Thai Nippon has shipped and, upon information and
 21 belief, is continuing to ship to Defendant TNR in Las Vegas, Nevada substantial
 22 quantities of condoms and lubricants bearing the ONETOUCH word mark and the
 23 logo , and the products are then advertised and sold to consumers in the
 24 United States, including consumers in this District. Defendant Thai Nippon's


1 shipments of these products to Defendant TNR in Nevada constitute infringing use
 2 of the subject marks in United States commerce. *See Exhibit 4* for confidential,
 3 filed-under-seal documents showing examples of shipments of ONETOUCH
 4 products from Defendant Thai Nippon to Defendant TNR.

5 29. Defendants' ONETOUCH condoms and lubricants are
 6 advertised and sold in the United States and in this District through, *inter alia*,
 7 Defendants' website at <https://www.tnrcondom.com/en/our-brand/onetouch>, their
 8 Facebook pages at <https://www.facebook.com/tnrcondom/> and
 9 <https://www.facebook.com/onlinesaleonetouch/>, and through other channels. *See*
 10 **Exhibit 5**. Indeed, during discovery in TTAB Cancellation No. 92083582
 11 (discussed below), Defendant Thai Nippon acknowledged *inter alia* that it "has
 12 offered or sold condoms in the United States under the subject mark." *See Exhibit*
 13 **6** (Thai Nippon's Response to Interrogatory No. 6; *see also id.* at Response to
 14 Interrogatory No. 17 (with regard to U.S. trade channels "Registrant offers its
 15 products through its website and Facebook page").

16 30. Furthermore, without authorization from Global Protection, on
 17 August 16, 2020, Defendant Thai Nippon filed U.S. trademark application Serial
 18 No. 97259090 for the mark . On September 26, 2023, the United States
 19 Patent and Trademark Office issued to Defendant Thai Nippon U.S. Trademark
 20 Registration No. 7177648 for the  mark in connection with "Condoms."
 21 *See Exhibit 7*.

22 31. On October 27, 2023, Global Protection timely filed with the
 23 United States Trademark Trial and Appeal Board ("TTAB") a petition for
 24 cancellation of Defendant's registration for the  mark based on priority and

1 likelihood of confusion (Cancellation No. 92083582). This cancellation proceeding
2 remains pending but will be suspended by the TTAB pending the disposition of this
3 civil action.

4 32. With regard to infringement of Global Protection's CUSTOM
5 Marks, Defendants are using without authorization the word marks CUSTOM and
6 LOVE YOUR CUSTOM and the logos **CUSTOM**,  and variations
7 thereof, in connection with condoms and personal lubricants.

8 33. Upon information and belief, Defendant Thai Nippon has
9 shipped and is shipping products bearing the infringing CUSTOM marks to
10 Defendant TNR in Nevada, and the products are then advertised and sold to
11 consumers in the United States, including consumers in this District. Defendant Thai
12 Nippon's shipments of these products to Defendant TNR in Nevada constitute
13 infringing use of the subject marks in United States commerce.


14 34. Defendants' products are advertised and offered for sale in the
15 United States, and to consumers in this District, under the foregoing infringing
16 trademarks through *inter alia* the website www.loveyourcustom.com, and via third
17 party retailers such as Walmart and Amazon. *See Exhibit 8.*

18 35. Attached at **Exhibit 9** are photographs of examples of
19 Defendants' infringing CUSTOM products that were purchased by and shipped to a
20 consumer in Las Vegas, Nevada. *See Exhibit 9* (photographs and accompanying
21 receipts). The back panel of each of the infringing CUSTOM products identifies the
22 manufacturer as Defendant Thai Nippon and the importer as Defendant TNR USA.
23 *Id.*

36. In addition, without authorization from Global Protection, on March 28, 2022, Defendant Thai Nippon filed U.S. trademark application SerialNo. 97333330 for mark **CUSTOM**. On August 15, 2023, the PTO issued to Defendant Thai Nippon U.S. Trademark Registration No. 7140873 for the mark in connection with “Condoms.”


37. On October 27, 2023, Global Protection timely filed with the TTAB a petition for cancellation of Defendant’s registration for the **CUSTOM** mark based on priority and likelihood of confusion (Cancellation No. 92083543).

38. Defendant Thai Nippon did not answer Global Protection’s petition for cancellation and thus, on January 30, 2024, the TTAB issued an order cancelling Thai Nippon’s U.S. Trademark Registration No. 7140873 for the mark **CUSTOM**.

39. However, Defendants continue to use the word marks CUSTOM and LOVE YOUR CUSTOM, and the logos **CUSTOM**,  and variations thereof, in U.S. commerce in connection with the advertising and sale of condoms and personal lubricants.

40. Collectively, Defendant’s marks containing or comprised of the terms “ONE” and/or “CUSTOM” are referred to herein as the “Infringing Marks.”

41. Global Protection previously objected to Defendants’ unauthorized use of the Infringing Marks in the manner described herein. Global Protection put Defendants on notice of its rights in the Global Protection Marks, and demanded that Defendants cease their unlawful activities. However, despite Defendants’ knowledge of Global Protection’s objection and its rights in the Global Protection Marks, Defendants continue to use the Infringing Marks, without

1 authorization from Global Protection, to advertise, promote, and sell their goods, and
 2 Defendant. Thai Nippon has not abandoned its U.S. trademark registration for the
 3 logo  .

4 42. Defendants are using the Infringing Marks to advertise, promote,
 5 and sell their goods with an intent to trade on the goodwill and reputation associated
 6 with the Global Protection Marks.

7 43. Defendants' use of the Infringing Marks to advertise, promote,
 8 and sell their goods constitutes willful and deliberate infringement of the Global
 9 Protection Marks.

10 44. Defendants' unauthorized use of the Infringing Marks to
 11 advertise, promote, and sell their goods is likely to confuse consumers into
 12 mistakenly believing that Global Protection has licensed or otherwise authorized
 13 Defendants to use and register the Infringing Marks, when such is not the case.

14 **FIRST CAUSE OF ACTION**

15 **(Federal Trademark Infringement in Violation of the** 16 **Lanham Act – 15 U.S.C. § 1114)**

17 45. The foregoing paragraphs of this Complaint are incorporated by
 18 reference as a part of this count.

19 46. The acts of Defendants complained of herein relating to use in
 20 commerce of the Infringing Marks or variations thereof are likely to deceive
 21 consumers as to the origin, source, sponsorship, or affiliation of Defendants' goods,
 22 and are likely to cause consumers to believe, contrary to fact, that Defendants' goods
 23 are sold, authorized, endorsed, or sponsored by Global Protection, or that Defendants
 24 are in some way affiliated with or sponsored by Global Protection. Defendants'

1 conduct therefore constitutes trademark infringement in violation of Section 32(1)
2 of the Lanham Act, 15 U.S.C. § 1114(1).

3 47. Defendants have committed the foregoing acts of infringement
4 with full knowledge of Global Protection's prior rights in the Global Protection
5 Marks and with the willful intent to cause confusion and trade on Global Protection's
6 goodwill. Defendants continue to use the Infringing Marks despite being notified of
7 Global Protection's objection to such use and registration of the Infringing Marks.

8 48. Defendants' conduct is causing immediate and irreparable harm
9 and injury to Global Protection, and will continue to damage Global Protection and
10 confuse the public unless enjoined by this court. Global Protection has no adequate
11 remedy at law.

12 SECOND CAUSE OF ACTION

13 (Unfair Competition and False Designation in Violation of the 14 Lanham Act – 15 U.S.C. §§ 1125(a))

15 49. The foregoing paragraphs of this Complaint are incorporated by
16 reference as a part of this count.

17 50. Defendants' unauthorized use in commerce of the Infringing
18 Marks constitutes unfair competition and false designation of origin in violation of
19 Section 43(a) of the Lanham Act, 15 U.S.C. §§ 1125(a).

20 51. Defendants' use in commerce of the Infringing Marks, in
21 connection with their marketing, distribution, promotion and sale to the consuming
22 public, constitutes a misappropriation of the distinguishing and identifying features
23 which Global Protection created through substantial effort and expense, thus causing
24

1 consumers and others to immediately associate the Infringing Marks with Global
2 Protection's CUSTOM and ONE Marks and the goodwill associated with them.

3 52. Defendants' use of the Infringing Marks constitutes false
4 representations that Defendants have some connection or association with, or
5 sponsorship by Global Protection, and that the products identified with Global
6 Protection are available from Defendants.

7 53. Said actions of Defendants constitute violations of 15 U.S.C.
8 §1125(a) in that such false designation and representations of origin and quality are
9 used on or in connection with the products that Defendants cause to enter into, or to
10 affect commerce.

11 54. Defendants have used and are continuing to use the Infringing
12 Marks with full knowledge of Global Protection's trademark rights in the CUSTOM
13 and ONE Marks, and after Global Protection's objection to their continued use and
14 registration of the Infringing Marks. Upon information and belief, said actions by
15 Defendants are with an intent and purpose to trade upon the goodwill of Global
16 Protection, and are thus willful and deliberate.

17 55. Defendants' conduct is causing immediate and irreparable harm
18 and injury to Global Protection and will continue to damage Global Protection and
19 confuse the public unless enjoined by this Court.

20 **THIRD CAUSE OF ACTION**

21 **(Unfair Trade Practices in Violation of Nevada Deceptive Trade** 22 **Practices Act (NRS 598 *et seq.*)**

23 56. The foregoing paragraphs of this Complaint are incorporated by
24 reference as a part of this count.

1 64. Defendants' conduct as alleged herein constitutes
2 misappropriation of the valuable property rights of Global Protection and trading on
3 the goodwill symbolized by the Global Protection Marks, and is thereby likely to
4 confuse and deceive members of the purchasing public as to the source of
5 Defendants' products as a result of their use of the Infringing Marks and variations
6 thereof. But virtue of Defendants' conduct, Defendants have engaged in unfair
7 competition in violation of the common law of the state of Nevada.

8 65. Defendants' conduct also constitutes intentional, willful, and
9 reckless disregard of Global Protection's rights by Defendants and an attempt to
10 trade on the goodwill which Global Protection has developed, all to the damage of
11 Global Protection.

12 66. As a result of Defendants' conduct, Defendants have caused and,
13 unless restrained and enjoined by this Court, will continue to cause irreparable harm,
14 damage, and injury to Global Protection. Global Protection has no adequate remedy
15 at law.

16 **FIFTH CAUSE OF ACTION**

17 **(Trademark Infringement Under Nevada Common Law)**

18 67. The foregoing paragraphs of this Complaint are incorporated by
19 reference as a part of this count.

20 68. Defendants have violated and infringed Global Protection's
21 common law trademark rights in the Global Protection Marks, and have engaged in
22 unlawful, unfair, and fraudulent business practices in violation of the common law
23 of Nevada. Defendants' conduct as alleged herein is likely to cause confusion, or to
24 cause mistake, or to deceive the purchasing public and others, whereby they would


1 be led to mistakenly believe that Defendants' infringing products are affiliated with,
 2 related to, sponsored by, or connected with Global Protection, in violation of the
 3 common law of the state of Nevada.

4 69. As a result of Defendants' conduct, Defendants have caused and,
 5 unless retrained and enjoined by this Court, will continue to cause irreparable harm,
 6 damage, and injury to Global Protection. Global Protection has no adequate remedy
 7 at law.

8 **SIXTH CAUSE OF ACTION**


9 **(Cancellation of Trademark Registration)**

10 70. The foregoing paragraphs of this Complaint are incorporated by
 11 reference as a part of this count.

12 71. As a separate cause of action and ground for relief, Global
 13 Protection alleges that Defendant Thai Nippon's U.S. Trademark Registration No.
 14 7177648 for the mark  should be cancelled based on priority and likelihood
 15 of confusion pursuant to Section 2(d) of the Trademark Act, 15 U.S.C. § 1052(d).

16 72. Global Protection owns priority of trademark rights over
 17 Defendant Thai Nippon based its prior use and registration of the ONE Marks.

18 73. Without authorization from Global Protection, on August 16,
 19 2020, Defendant Thai Nippon filed U.S. trademark application Serial No. 97259090
 20 for the mark  . On September 26, 2023, the United States Patent and
 21 Trademark Office issued to Defendant Thai Nippon U.S. Trademark Registration
 22 No. 7177648 for the  mark in connection with "Condoms." *See Exhibit*
 23 **5.**

74. Defendant Thai Nippon's  mark depicted in U.S. Trademark Registration No. 7177648 presents a likelihood of confusion with Global Protection's ONE Marks mark because the marks are closely similar in sight, sound, and meaning. In addition, the likelihood of confusion is enhanced by the similarities in the parties' goods, channels of trade, customers, and other factors.

75. Global Protection has no adequate remedy at law, and is being irreparably damaged by the aforesaid registration. Accordingly, the registration should be cancelled pursuant to 15 U.S.C. § 1119.

DEMAND FOR JURY TRIAL

Global Protection respectfully requests trial by jury for all issues so triable.

PRAYER

WHEREFORE, Global Protection respectfully requests a judgment in its favor and for the Court to grant the following relief:

1. Pursuant to 15 U.S.C. § 1116 and 15 U.S.C. § 1125, and Nevada state law and the common law, that Defendants and each of their directors, officers, agents and employees, successors and assigns and all others in privity and acting in concert with them be permanently enjoined from:

- a. using or authorizing others to use the Infringing Marks, the Global Protection Marks, or any other trademark or design similar to the Global Protection Marks in connection with the advertising, promotion or sale of Defendants' goods and/or services;
- b. reproducing, displaying or otherwise using the Infringing Marks, the Global Protection Marks, or any other trademark or design similar to the Global Protection Marks;

- c. engaging in any conduct that implies or suggests that Global Protection approves, endorses, licenses, sponsors, or is in any way affiliated with Defendants and/or their goods and services;
- d. unfairly competing with Global Protection, diluting the distinctiveness of the Global Protection Marks, and otherwise injuring Plaintiff's business reputation in any manner;
- e. engaging in any deceptive trade practices in the offering of goods under the Infringing Marks, the Global Protection Marks, or any other trademark or design similar to the Global Protection Marks;
- f. otherwise infringing Plaintiff's trademarks;

2. Imposing a constructive trust on all sales of any goods that infringe Plaintiff's Global Protection Marks;


3. Pursuant to 15 U.S.C. § 1118, that Defendants be directed to deliver up for destruction or delete all signs, banners, brochures, packages, digital media, and all other materials displaying the Infringing Marks, the Global Protection Marks, or any other trademark or design similar to the Global Protection Marks;

4. Pursuant to 15 U.S.C. § 1117 and the common law, Defendants account and pay Global Protection damages in an amount sufficient to fairly compensate it for the injury it has sustained, plus all the profits which are attributable to Defendants' unlawful conduct, and further that the amount of the monetary award granted be trebled in view of the willful and deliberate nature of Defendants' unlawful conduct;

5. That Defendants be required to file with this Court and serve upon Global Protection within thirty (30) days after entry of the order of judgment a

1 report, in writing and under oath, setting forth the manner and form of Defendants'
2 compliance with the Court's order;

3 6. Pursuant to 15 U.S.C. § 1117 and the common law, Defendant
4 be ordered to pay to Global Protection the costs of this action and Global Protection's
5 reasonable attorneys' fees;

6 7. Pursuant to 15 U.S.C. § 1119, the Court find that Defendant Thai
7 Nippon's U.S. Trademark Registration No. 7177648 for the  mark should
8 be cancelled based on priority and likelihood of confusion; and

9 8. Global Protection be granted such other, further, different, or
10 additional relief as this Court deems equitable and proper.

11 KAEMPFER CROWELL

12 

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19 Attorneys for Plaintiff
Global Protection Corp.

EXHIBIT INDEX

- Exhibit 1: Global Protection's U.S. Trademark Registrations for ONE Marks
- Exhibit 2: Examples of Global Protection's Advertising and Use of its ONE Marks and CUSTOM Marks
- Exhibit 3: Global Protection's U.S. Trademark Registrations for CUSTOM Marks
- Exhibit 4: CONFIDENTIAL INVOICES FILED UNDER SEAL: Examples of Shipments of ONETOUCH Products from Defendant Thai Nippon to Defendant TNR
- Exhibit 5: Examples of Defendants' Infringing Use of ONETOUCH Marks
- Exhibit 6: Redacted Version of Thai Nippon Rubber Industry's Responses to Interrogatories in *Case No. 92083582*
- Exhibit 7: Defendant Thai Nippon U.S. Trademark Registration No. 7177648 for the Mark ONETOUCH CONDOM & Design in Connection with "Condoms"
- Exhibit 8: Examples of Defendants' Infringing Use of CUSTOM Marks
- Exhibit 9: Photographs and Receipts of Sample Purchases of Defendants' Infringing CUSTOM Products